

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 18, 2021

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: a Standard License Agreement for Use of County-Owned Property dated March 13, 2021 with Legacy Donor Services Foundation for tissue procurement at the Office of the Medical Examiner.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or designee. The Standard License Agreements were approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. The executed document is now being submitted to the Board to receive and file. **(FDO Admin) Countywide (MWJ)**

Background & Justification: The delegation of authority which provided authority for the County Administrator or designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county owned property after submission of an application for use and after determination of whether a license fee should be charged for the use.

Attachments:

Standard License Agreement for Use of County-Owned Property

Recommended By:	<i>MB Romi C. Gal Colloz</i>	<i>4/15/21</i>	
	Department Director	Date	
Approved By:	<i>JBaker</i>	<i>4/28/21</i>	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$ 3750)	(\$ 7500)	(\$ 7500)	(\$ 3750)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No:
 Fund 0001 Dept 670 Unit 4100 Revenue Source 4900
 Fund _____ Dept _____ Unit _____ Revenue Source _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 4/19
 OFMB *[Signature]* 4-19-21
[Signature] 4/19
[Signature] for Lewis Jacobowitz
 Contract Development and Control
 4-22-21 TW

B. Legal Sufficiency:
[Signature] 4/27/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into March 13, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Legacy Donor Services Foundation, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, County is the owner of the real property and/or improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. Premises

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties ("the Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, three years from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization

Legacy Donor Services Foundation License Agreement

endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal, or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

Legacy Donor Services Foundation License Agreement

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

Legacy Donor Services Foundation License Agreement

Medical Examiner Office
Attn. Wendolyn Sneed, M.D.
3126 Gun Club Road
West Palm Beach, Florida 33406

(b) If to the Licensee at:

Legacy Donor Services Foundation, Attn. Patricia L. Darrigan, CTBS
2430 N.W. 116th Street, Bldg 3, Miami, Florida, 33167
Fax: (305) 356-7961

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**

This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

22. **Palm Beach County Office of the Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and

Legacy Donor Services Foundation License Agreement

to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

24. **E-Verify – Employment Eligibility**

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee’s contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

24.02 County shall terminate this Contract if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

Remainder of this page left intentionally blank

Legacy Donor Services Foundation License Agreement

IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

LICENSEE:

By: Rita Thomas
Signature

By: Low Barnes
Signature

Rita Thomas
Printed Name

Low Barnes, President, COO
Printed Name

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida

By: MB [Signature]
Director, Facilities Development & Operations

APPROVED AS TO LEGAL
SUFFICIENCY

By: Michael W. Jones
County Attorney

Digitally signed by Michael W. Jones
DN: DC=org, DC=pbgov, OU=Enterprise,
OU=CATT, OU=Users, CN=Michael W.
Jones, E=MJones@pbgov.org
Reason: I am the author of this document
Date: 2021.03.08 13:26:44-05'00'
Font-Reader-Version: 10.1.1

Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

**APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: Lou Barnes
Name of
Organization/Licensee: Legacy Donor Services Foundation
Address: 2430 N.W. 116th Street Bldg 3
City: Miami State: FL Zip: 33167
Phone: (786) 605- 1753 Email: LBarnes@LegacyDSFoundation.com
Name of the Authorized Representative : Lou Barnes, President and COO
Type of Entity: Public Agency Non-
Profit Other
(Specify) _____

2. REQUESTED PROPERTY

Name of Property:
(Please include room or area requested) See Attached Exhibit "A-1"
Address: 3126 Gun Club Rd
City: West Palm Beach State: FL Zip: 33406

3. NATURE OF USE: (Please check one)

Training Educational Recreational Meeting
 Non-profit Event Other _____

Does Use include the sale of Goods and/or Services? Yes No
Will User charge an Admission Fee and/or Participation Fee? Yes No
Amount to be charged for Admission Fee and/or Participation Fee: N/A
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
See Attached Exhibit "A-1"

4. FOOD AND BEVERAGE

Use includes food and/or beverage? Yes No
Use includes the sale, use or consumption of alcohol? Yes No
Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: 3 years - See Attached Exhibit "A-1"
Time(s) of Use: _____ : _____ AM/PM - _____ : _____ AM/PM

6. EQUIPMENT

Amount of Equipment Requested: N/A Tables N/A Chairs
All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: N/A
Address: _____
City: _____ State: _____ Zip: _____
Phone: () - _____ Email: _____
Contact Person: _____
Type of Entity: Public Agency Non-Profit Other
(Specify) _____

8. VENDORS

List all vendors of the Event: N/A

9. ADVERTISING

Will the event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other

TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

<input type="checkbox"/>	License Fees	\$	See Attached Exhibit "A-1"
<input type="checkbox"/>	Custodial Fees	\$	_____
<input type="checkbox"/>	Service Costs	\$	_____
<input type="checkbox"/>	Other Costs	\$	_____

2. Special Conditions of Use: See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

Signature of Authorized Representative Lou Barnes

Date: 03/04/2021

Printed Name and Title of Authorized Representative Lou Barnes, President/COO

APPROVED BY:

AB David C. Boyd
Director, Facilities Development & Operations Department

Date: 3/13/21

OTHER DEPARTMENTAL REVIEW (If necessary):

Wendy Hu
Signature of Director of Department

Date: 3/13/21

EXHIBIT "A-1"
Special Conditions of Use

Based upon the intended use as set forth in the Application for License to Use County-Owned Property, the following terms and special conditions are incorporated herein.

A. Purpose

1. The purpose of this Agreement is limited to providing access and use of the specified Premises to Licensee for the sole purpose of tissue procurement. The capability of procuring the tissue on-site at the Palm Beach County's Medical Examiner's Office will facilitate the process by not having to transfer the donor to another location, thus easing the time and inconvenience for donor families. Further, tissue procurement is most viable when procured within 24 hours of death.

B. Specified Premises

1. County grants Licensee the right, license and privilege of using Room 120 in the property located at 3126 Gun Club Road, West Palm Beach, Florida 33406, more commonly known as the "Office of the Medical Examiner" ("Medical Examiner"). Medical Examiner shall have continuous access to the space and may use Room 120 for any Medical Examiner purpose, but shall not use any Licensee Provided Equipment residing in Room 120.

C. Specified Access

1. Licensee shall have use and access twenty-four hours per day, seven days per week to Room 120 subject to the procedures specified below.
2. Licensee shall have shared use of the delivery and receiving areas, passage 108, assigned area within cooler and the men/women's toilet/shower rooms.
3. Licensee's Access is subject to the "Temporary Suspension of Access" provision listed below.
4. Licensee has no right to use or occupy any other space on the premises, and acknowledges receipt, pursuant to a separate non-disclosure agreement, of a graphic denoting the specific areas within Medical Examiner's Office that Licensee has access.
5. To obtain Access, Licensee shall:
 - i. Provide a list of persons requiring access ("Access List") to Morgue Supervisor, and
 - ii. All persons on the Access List will be subject to the County's Criminal History Records Check ("CHRC") Ordinance and when cleared under the CHRC will be provided access cards with the same access as Medical Examiner's removal contractors.
6. Licensee shall not:
 - i. Prop or leave open any interior or exterior doors, or
 - ii. Park in the delivery area (i.e., the "Sallyport"). Parking can only occur in the spaces designated in the attachment to the separate non-disclosure agreement or other source on the campus that is not marked as reserved.

D. Use

1. Licensee shall only occupy and use the Premises for the purpose of tissue procurement from donors approved by Medical Examiner or from donors that Licensee brings from off-site.
 2. Licensee is solely responsible for securing authorization for the tissue procurement for each donor (the Donor Gift Notification Form) or from the family or authorized representatives of the donor (Donor Authorization Form); and Licensee shall submit the applicable form to Medical Examiner prior to each and every procurement, including from donors that Licensee brings from off-site.
-

E. Procedural Steps for Access & Use

1. For tissue procurement from donors approved by Medical Examiner, the following procedural steps shall be followed.
 - i. Licensee has a staff member assigned to Medical Examiner's office and is typically aware when a suitable donor body is available for tissue procurement. Due to time being of the essence, the following steps typically take place, in person, very soon after the donor body becomes available. If Licensee is not aware or immediately present during any of the following procedural steps, Medical Examiner's office will contact Licensee as soon as practicable via telephone or email to Licensee's staff member assigned to Medical Examiner's office.
 - ii. Licensee shall provide Medical Examiner a copy of the Donor Authorization Form or the Donor Gift Notification form (collectively, "Donor Authorization Forms"), whichever is appropriate for the specific case.
 - iii. Licensee shall provide Medical Examiner with a Medical Examiner Request form. Medical Examiner shall execute the Medical Examiner Request Form, detailing the approval or rejection of the tissue procurement request, and detailing the specific tissue that may be procured.
 - iv. Medical Examiner's office will maintain an IN/OUT log of the donors.
 - v. Medical Examiner's office will maintain Authorization Forms and the Medical Examiner Request form for all cases that were approved or rejected.
 - vi. Medical Examiner retains the right, in its sole discretion, to reject any tissue procurement procedure.
 - vii. If Medical Examiner authorizes the tissue procurement, Medical Examiner shall move the donor to assigned cooler area.
 - viii. Licensee may then move the donor to Room 120 to perform the procurement and then return the donor to assigned cooler area.
 - ix. If the donor is not in assigned, Licensee shall call Medical Examiner to advise and await further instructions from Medical Examiner.
 - x. Licensee shall not enter or remove any donor from any Cooler other than assigned cooler.

- xi. For each procurement, Licensee shall complete the procurement log in Room 120.
2. For tissue procurement from donors whom Licensee brings from off-site, the following procedural steps shall be followed.
 - i. Licensee shall provide Medical Examiner with the applicable copy of the Donor Authorization Forms.
 - ii. Medical Examiner's office will maintain an IN/OUT log of the donors.
 - iii. Medical Examiner's office will maintain the Authorization Forms for all cases.
 - iv. Licensee shall notify the Medical Examiner of any donor to be brought in from off-site for tissue procurement as follows:
 1. Between 8:00 a.m. and 4:00 p.m. Monday – Friday: notify the morgue supervisor no less than one (1) hour prior to arrival;
 2. All other times: No notice is necessary.
 - v. Upon arrival, Licensee shall unload the donor from the sallyport into Room 120 and return to the vehicle to park in designated parking source. Under no scenario, shall the Licensee's vehicle be parked in the sallyport or remain there for the minimum amount of time required to load/unload the donor.
 - vi. For each procurement, Licensee shall complete the procurement log in Room 120.

F. Facilities

1. Licensee shall not make any alteration, adjustment, modification, partition or improvement to the Premises, but shall be allowed to place additional, non-fixed, equipment in Room 120 ("Licensee Provided Equipment") with the approval of Medical Examiner.
2. Licensee places any and all non-fixed equipment, and any and all personal property on the Premises at its own risk. County is not responsible for any damage to or theft of any said equipment or personal property.
3. Licensee has no authority to assign all or any portion of the use and access under this License Agreement. If Licensee attempts to assign this License Agreement, then this License Agreement shall be deemed terminated.
4. County may enter upon said Premises at all reasonable times and hours to examine said Premises to ensure that Licensee is properly maintaining the Premises in accordance with this License Agreement.
5. Licensee's maintenance responsibilities are:
 - i. After each use, Licensee must leave the premises in the same or better condition in which they were found, and will adhere to industry standard sterilization procedures.
 - ii. Licensee must dispose of all waste, biohazardous and otherwise in the approved container provided by the Medical Examiner.

G. License Fees

1. Licensee agrees to pay County, a monthly license fee of three hundred and

twenty-five dollars (\$325.00) for use of the Premises as long as this License Agreement is in full force and effect.

2. Licensee agrees to pay the County an additional administrative fee per case of two hundred and twenty-five dollars (\$225) for each donor tissue recovery, including those cases that Licensee brings in from off-site, to off-set biohazardous waste removal and administrative costs.
3. Licensee is responsible for logging each and every case where it performs tissue procurement in a log provided by Medical Examiner in Room 120. The log will be used to document the number of cases where Licensee procured tissue. Medical Examiner will then review and verify the number of cases on the log and submit a monthly invoice to Licensee.
4. Prior to the first month of using the Premises, Medical Examiner will invoice Licensee for the license fee for use of the Premises for the first month. In each subsequent month, Medical Examiner will invoice Licensee for both the use license fee for the upcoming month and the per case administrative fee from the prior month. Licensee shall pay any invoices within 30 days of receipt.

H. Temporary Suspension of Access

1. The Medical Examiner, in his sole discretion, reserves the right to temporarily suspend this License Agreement, and any access or use of Room 120, to accommodate operational needs of the Medical Examiner's Office.
2. If the Medical Examiner's Office determines that it needs to temporarily suspend this License Agreement, Medical Examiner's Office shall provide written notice to Licensee no less than 12 hours prior to the temporary suspension of this License Agreement. The written notice shall also provide the expected length of the temporary suspension.
3. For any temporary suspension of the License Agreement, the monthly rental fee shall not be prorated unless the duration of the temporary suspension is longer than 30 days.

I. Emergency Contact Information

1. For accidents or injuries on the Premises that require emergency response, Licensee should call 911; other incidents should be reported to the Medical Examiner at 561-688-4575 and ask for the medical examiner investigator on-call if after hours, or to Facilities Management at 561-233-4452.

J. Indemnification

1. This provision supplements section 10, Indemnification of County, of this Agreement.
2. Licensee shall indemnify, protect, defend and hold the County free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, penalties and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, bodily injury (including death) or any other claim arising in Tort, incurred or sustained by any person or entity, arising out of, or incident to,

or in connection with:

- i. Licensee's access and use of the specified premises, and
 - ii. Licensee's procurement of tissue, and
 - iii. Licensee's acquisition of permission allowing for the tissue donation.
3. In the event County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and defend and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof.
 4. Licensee further agrees to hold harmless, protect and defend and indemnify County for fines, citations, court judgments, insurance claims, restoration costs, damages, or any other liability resulting from the activities of Licensee under this Agreement, whether or not Licensee was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the activities of Licensee.
 5. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Licensee's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida.
 6. The provisions of this Section shall survive expiration or termination of this Agreement

K. Disclaimer & Release of Liability

1. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW LICENSEE TO USE THE PREMISES AND CONDUCT THE ACTIVITIES MENTIONED ABOVE, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COUNTY HEREBY DISCLAIMS, AND LICENSEE HEREBY WAIVES, RELEASES AND DISCHARGES COUNTY, FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, CAUSES OF ACTION, LOSSES, DAMAGES, OR PERSONAL INJURIES OR DEATH, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), OF ANY NATURE WHATSOEVER, SUSTAINED BY LICENSEE, ITS SUBCONTRACTORS, ITS EMPLOYEES, AGENTS, INVITEES, OR THE NEXT OF KIN OR ESTATE OF DONORS, DURING THE TERM OF THIS AGREEMENT.
2. THE SCOPE OF THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO ANY TEMPORARY IMPROVEMENTS, VEHICLES, OR PERSONAL PROPERTY OF LICENSEE OR LICENSEE'S INVITEES THAT MIGHT BE PARKED, LOCATED OR STORED ON THE PREMISES INCLUDING, BUT NOT LIMITED TO, THEFT OF SUPPLIES, PERSONAL PROPERTY, EQUIPMENT, MEDICINES, MONIES OF LICENSEE, ITS STAFF OR ITS INVITEES.
3. The provisions of this Section shall survive expiration or termination of this Agreement.